

§ 302-11.106

41 CFR Ch. 302 (7-1-10 Edition)

- (1) The property is your residence;
- (2) You and/or a member(s) of your immediate family executed a financing agreement (e.g., mortgage) with the financial institution;
- (3) State or local law requires that lending parties take title to perfect (*i.e.*, protect) a security interest in the property, or the financial institution requires that it take possession of title as a condition of the financing agreement; and
- (4) You provide your agency with a copy of the financing document; or
- (c) The title is held both in the names of:
 - (1) You solely, or jointly with one or more members of your immediate family, or one or more members of your immediate family;
 - (2) An individual accommodation party as defined in §302-11.106 who is not a member of your immediate family; and
 - (3) The conditions apply:
 - (i) The property is your residence.
 - (ii) You and/or a member(s) of your immediate family have the right to use the property and to direct conveyance of the property.
 - (iii) The lender requires signature of the accommodation party on the financing document.
 - (iv) You and/or a member of your immediate family, are liable for payments under the financing arrangement (e.g., mortgage).
 - (v) The accommodation party's name is on the title.
 - (vi) The accommodation party does not have a financial interest in the property unless the employee and/or a member(s) of the immediate family default on the financing arrangement.
 - (vii) You must provide documentation of the accommodation that is acceptable by your agency; or
 - (d) The title is held by the seller of the property and the following conditions are met:
 - (1) The property is your residence;
 - (2) You and/or member(s) of your immediate family has the right to use the property and to direct conveyance of the property;
 - (3) You and/or member(s) of your immediate family must have signed a financing agreement with the seller of the property (e.g., a land contract) pro-

- viding for fixed periodic payments and transfer of title to the employee and/or a member(s) of the immediate family upon completion of the payment schedule; and
 - (4) You provide your agency with a copy of the financing agreement; or
 - (e) Another equitable title situation exists where title is held in your name only or jointly with you and one or more members of your immediate family or with you and an individual who is not an immediate family member, and the following conditions are met:
 - (1) The property is your residence.
 - (2) You and/or a member(s) of your immediate family has the right to use the property and to direct conveyance of the property.
 - (3) Only you and/or a member(s) of your immediate family has made payments on the property.
 - (4) You and/or a member(s) of your immediate family received all proceeds from the sale of the property.
 - (5) You must provide suitable documentation to your agency that all conditions in paragraphs (e)(1) through (e)(4) of this section are met.
- §302-11.106 What is an accommodation party?**
- An accommodation party is an individual who signs an employee's financing agreement (e.g., a mortgage) to lend his/her name (*i.e.*, credit) to the arrangement.
- Subpart C—Reimbursable Expenses**
- §302-11.200 What residence transaction expenses will my agency pay?**
- Provided that they are customarily paid by the seller of a residence at the old official station or by the purchaser of a residence at the new official station, your agency will pay the following expenses:
- (a) Your broker's fee or real estate commission that you pay in the sale of your residence at the last official station, not to exceed the rates that are generally charged in the locality of your old official station;
 - (b) The customary cost for an appraisal;

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(c) The costs of newspaper, bulletin board, multiple-listing services, and other advertising for sale of the residence at your old official station that is not included in the broker's fee or the real estate agent's commission;

(d) The cost of a title insurance policy, costs of preparing conveyances, other instruments, and contracts and related notary fees and recording fees; cost of making surveys, preparing drawings or plats when required for legal or financing purposes; and similar expenses incurred for selling your residence to the extent such costs:

(1) Have not been included in other residence transaction fees (*i.e.*, brokers' fees or real estate agent fees);

(2) Do not exceed the charges, for such expenses, that are normally charged in the locality of your residence;

(3) Are usually furnished by the seller;

(e) The costs of searching title, preparing abstracts, and the legal fees for a title opinion to the extent such costs:

(1) Have not been included in other related transaction costs (*i.e.*, broker's fees or real estate agency fees); and

(2) Do not exceed the charges, for such expenses, that are customarily charged in the locality of your residence

(f) The following "other" miscellaneous expenses in connection with the sale and/or purchase of your residence, provided they are normally paid by the seller or the purchaser in the locality of the residence, to the extent that they do not exceed specifically stated limitations, or if not specifically stated, the amounts customarily paid in the locality of the residence:

(1) FHA or VA fees for the loan application;

(2) Loan origination fees and similar charges such as loan assumption fees, loan transfer fees or other similar charges not to exceed 1 percent of the loan amount without itemization of the lender's administrative charges (unless requirements in §302-11.201 are met), if the charges are assessed in lieu of a loan origination fee and reflects charges for services similar to those covered by a loan origination fee;

(3) Cost of preparing credit reports;

(4) Mortgage and transfer taxes;

(5) State revenue stamps;

(6) Other fees and charges similar in nature to those listed in paragraphs (f)(1) through (f)(5) of this section, unless specifically prohibited in §302-11.202;

(7) Charge for prepayment of a mortgage or other security instrument in connection with the sale of the residence at the old official station to the extent the terms in the mortgage or other security instrument provide for this charge. This prepayment penalty is also reimbursable when the mortgage or other security instrument does not specifically provide for prepayment, provided this penalty is customarily charged by the lender, but in that case the reimbursement may not exceed 3 months' interest on the loan balance;

(8) Mortgage title insurance policy, paid by you, on a residence you purchased for the protection of, and required by, the lender;

(9) Owner's title insurance policy, provided it is a prerequisite to financing or the transfer of the property; or if the cost of the owner's title insurance policy is inseparable from the cost of other insurance which is a prerequisite;

(10) Expenses in connection with construction of a residence, which are comparable to expenses that are reimbursable in connection with the purchase of an existing residence;

(11) Expenses in connection with environmental testing and property inspection fees when required by Federal, State, or local law; or by the lender as a precondition to sale or purchase; and

(12) Other expenses of sale and purchase made for required services that are customarily paid by the seller of a residence at the old official station or if customarily paid by the purchaser of a residence at the new official station.

§ 302-11.201 When may my reimbursement for loan assumption fees or other similar fees exceed the 1 percent as specified in §302-11.200(f)(2)?

Reimbursement may exceed 1 percent (as specified in §302-11.200(f)(2)) only when you provide evidence that the higher rate:

(a) Does not include prepaid interest, points, or a mortgage discount; and